



**Sterne Kessler
Goldstein Fox**
ATTORNEYS AT LAW



Robert Greene Sterne
Edward J. Kessler
Jonathan A. Goldstein
David K.S. Cornwell
Robert W. Esmond
Gene G. Durkin
Michele A. Cimbalà
Michael B. Ray
Robert E. Sokohl
Eric K. Steffe
Michael Q. Lee
Steven R. Ludwig
John M. Covert
Linda E. Alcorn
Robert C. Millonig
Lawrence B. Bugalsky
Donald J. Featherstone
Michael V. Messinger

Judith U. Kim
Timothy J. Shea, Jr.
Patrick E. Garrett
Jeffery T. Helvey
Heidi L. Kraus
Crystal D. Sayles
Edward W. Yee
Albert L. Ferro
Donald R. Banowitz
Peter A. Jackman
Molly A. McCall
Teresa U. Medler
Jeffrey S. Weaver
Kendrick P. Patterson
Vincent L. Capuano
Albert J. Fasulo II
Eldora Ellison Floyd
W. Russell Swindell

Thomas C. Fiala
Brian J. Del Buono
Virgil Lee Beaston
Reginald D. Lucas
Kimberly N. Reddick
Theodore A. Wood
Elizabeth J. Haanes
Bruce E. Chalker
Joseph S. Ostroff
Frank R. Cottingham
Christine M. Lhulier
Rae Lynn Prengaman
Jane Shershenovich
Lawrence J. Carroll
George S. Bardmesser
Rodney G. Maze

Registered Patent Agents*
Karen R. Markowicz
Andrea J. Kamage
Nancy J. Leith
Ann E. Summerfield
Helene C. Carlson
Gaby L. Longworth
Matthew J. Dowd
Aaron L. Schwartz
Angelique G. Uy
Boris A. Matvenko
Mary B. Tung
Katrina Y. Pei
Bryan L. Skelton
Robert A. Schwartzman
Jason D. Eisenberg
John J. Figueroa

Senior Counsel
Samuel L. Fox
Kenneth C. Bass III
Lisa A. Dunner

*Admitted only in Maryland
*Admitted only in Virginia
*Admitted only in Texas
*Practice Limited to
Federal Agencies

2661

December 20, 2002

#v

WRITER'S DIRECT NUMBER:
(202) 371-2628
INTERNET ADDRESS:
KPATTERS@SKGF.COM

Commissioner for Patents
Washington, D.C. 20231

Art Unit 2661

Re: U.S. Utility Patent Application
Appl. No. 09/963,689; Filed: September 27, 2001
For: **Method and System for Upstream Priority
Lookup at Physical Interface**
Inventors: Denney *et al.*
Our Ref: 1875.0480000

RECEIVED
DEC 26 2002
Technology Center 2600

Sir:

Transmitted herewith for appropriate action are the following documents:

1. An original executed Power of Attorney from Assignee;
2. A Certificate under 37 C.F.R. § 3.73(b) from Assignee with a copy of the Assignment attached; and
3. One (1) return postcard.

It is respectfully requested that the attached postcard be stamped with the date of filing of these documents, and that it be returned to our courier. In the event that extensions of time are necessary to prevent abandonment of this patent application, then such extensions of time are hereby petitioned.

Commissioner for Patents
December 20, 2002
Page 2

The U.S. Patent and Trademark Office is hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036.

Respectfully submitted,

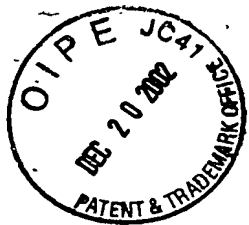
STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.

A handwritten signature in black ink, appearing to read "K. Patterson", with a horizontal line extending to the right.

Kendrick P. Patterson
Attorney for Applicants
Registration No. 45,321

RES/KPP/acr
Enclosures

SKGF_DC1:86189.1



POWER OF ATTORNEY FROM ASSIGNEE

Reg. No. 32,893
Broadcom Corporation, a corporation of California, having a principal place of business at 16215 Alton Parkway, Irvine, California 92618-3616, is assignee of the entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), by reason of an Assignment to the Assignee executed on 1) 1/26/01, 2) 11/25/01, 3) 11/26/01, and 4) 12/4/01 of an invention known as Method and System for Upstream Priority Lookup at Physical Interface (Attorney Docket No. 1875.0480000), which is disclosed and claimed in a patent application of the same title by the inventor(s) 1) Lisa Denney, 2) Gale Shallow, 3) Niki Pantelias, and 4) John Horton (said application filed on September 27, 2001 at the U.S. Patent and Trademark Office, having Application Number 09/963,689).

The Assignee hereby appoint the U.S. attorneys James D. Bennett, Registration No. 37,550, and David J. Rosmann, Registration No. 43,059, and the attorneys associated with **CUSTOMER NUMBER 28393** to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith, such attorneys currently being: Robert Greene Sterne, Esq., Reg. No. 28,912; Edward J. Kessler, Esq., Reg. No. 25,688; Jorge A. Goldstein, Esq., Reg. No. 29,021; David K.S. Cornwell, Esq., Reg. No. 31,944; Robert W. Esmond, Esq., Reg. No. 32,893; Tracy-Gene G. Durkin, Esq., Reg. No. 32,831; Michele A. Cimbala, Esq., Reg. No. 33,851; Michael B. Ray, Esq., Reg. No. 33,997; Robert E. Sokohl, Esq., Reg. No. 36,013; Eric K. Steffe, Esq., Reg. No. 36,688; Michael Q. Lee, Esq., Reg. No. 35,239; Steven R. Ludwig, Esq., Reg. No. 36,203; John M. Covert, Esq., Reg. No. 38,759; Linda E. Alcorn, Esq., Reg. No. 39,588; Lawrence B. Bugaisky, Esq., Reg. No. 35,086; Donald J. Featherstone, Esq., Reg. No. 33,876; and Robert C. Millonig, Esq., Reg. No. 34,395. The Assignee hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
1100 New York Avenue, N.W.
Suite 600
Washington, D.C. 20005-3934
U.S.A.

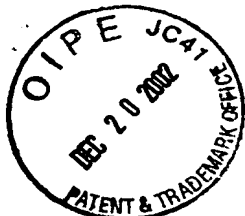
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DEC 26 2002

Technology Center 2600

Direct phone calls to 202-371-2600.

FOR: Broadcom Corporation
SIGNATURE: *William J. Ruehle*
BY: William J. Ruehle
TITLE: Vice President and Chief Financial Officer
DATE: December 11, 2002



Certificate Under 37 C.F.R. § 3.73(b)

Applicant/Patent Owner: Lisa Denney et al.

Application No./Patent No.: 09/963,689 Filed/Issue Date: September 27, 2001

Entitled: Method and System for Upstream Priority Lookup at Physical Interface (Atty. Dkt. No. 1875.0480000)

Broadcom Corporation, a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest, or
2. ☐ an assignee of an undivided part interest

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in the patent application/patent identified above by virtue of either:

Technology Center 2600

- A. ☒ An Assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel 012385, Frame 0020, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s) of the patent application/patent identified above to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (*i.e.*, the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8]

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

Date: December 11, 2002

Name: William J. Ruehle

Title: Vice President and Chief Financial Officer

Signature: [Signature]

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): 1) Lisa Denney, 2) Gale Shallow, 3) Niki Pantelias, and 3) John Horton, the undersigned inventor(s) hereby sell(s) and assign(s) to Broadcom Corporation (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention(s) known as Method and System for Upstream Priority Lookup at Physical Interface (Atty. Dkt. No. 1875.0480000) for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 1) 11/26/2001, 2) _____, 3) _____, and 4) _____ (also known as United States Application No. 09/963,689, filed September 27, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) James D. Bennett, Esquire, Registration No. 37,550; and David J. Rosmann, Esquire, Registration No. 43,059, of Broadcom Corporation, 16215 Alton Parkway, Irvine, CA 92618-3616; and Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: 11/26/2001 Signature of Inventor: Lisa V. Denney
Lisa Denney

Date: _____ Signature of Inventor: _____
Gale Shallow

Date: _____ Signature of Inventor: _____
Niki Pantelias

Date: _____ Signature of Inventor: _____
John Horton

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): 1) Lisa Denney, 2) Gale Shallow, 3) Niki Pantelias, and 3) John Horton, the undersigned inventor(s) hereby sell(s) and assign(s) to Broadcom Corporation (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),
☒ and throughout the world,

(a) in the invention(s) known as Method and System for Upstream Priority Lookup at Physical Interface (Attv. Dkt. No. 1875.0480000) for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 1) _____, 2) 11-25-01, 3) _____, and 4) _____ (also known as United States Application No. 09/963,689, filed September 27, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

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IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: _____ Signature of Inventor: _____
Lisa Denney

Date: 11-25-01 Signature of Inventor: Gale S. Shallow
Gale Shallow

Date: _____ Signature of Inventor: _____
Niki Pantelias

Date: _____ Signature of Inventor: _____
John Horton

DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): 1) Lisa Denney, 2) Gale Shallow, 3) Niki Pantelias, and 3) John Horton, the undersigned inventor(s) hereby sell(s) and assign(s) to Broadcom Corporation (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

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☒ and throughout the world,

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(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

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Date: _____ Signature of Inventor: _____
Lisa Denney

Date: _____ Signature of Inventor: _____
Gale Shallow

Date: 11/26/2001 Signature of Inventor: 
Niki Pantelias

Date: _____ Signature of Inventor: _____
John Horton

DO NOT FORWARD
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☒ and throughout the world,

DES 12/21/01
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Lisa Denney

Date: _____ Signature of Inventor: _____
Gale Shallow

Date: _____ Signature of Inventor: _____
Niki Pantelias

Date: 12/2/01 Signature of Inventor: 
John Horton